

SERIAL 04182 - C POLICE PROTECTION EQUIPMENT (BODY ARMOR) (NIGP CODE 68008)

**CANCELLED BY MARICOPA COUNTY ON MAY 17, 2005.
AMENDMENT #1 – SEE CHANGES TO SECTION 2.9.1 AND THE PRICING PAGE.**

CONTRACT PERIOD THROUGH APRIL 30, 2008

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **POLICE PROTECTION EQUIPMENT (BODY ARMOR) (NIGP CODE 68008)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **APRIL 06, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/ks
Attach

Copy to: Clerk of the Board
David Alster, Constable
Amie Bristol, MCSO
James McShea, Adult Probation
Russ Welburn, Adult Probation
Kathy Sicard, Materials Management

(Please remove Serial 99126-X from your contract notebooks)

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a requirements contract for concealable body armor for newly hired employees and replacement of expiring vests. At this time it is undetermined the number of new hires or replacement vest needed. The estimated annual expenditures for this contract is approximately \$140,000.00. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 TECHNICAL SPECIFICATIONS:**2.1 Relative Performance Index:**

- 2.1.1 It has been determined that the relative strength to weight ratio of a ballistic design is important in determining its comfort/performance characteristics. The strength to weight ratio is calculated by dividing the areal weight (lbs. per square foot) into the performance V50 value. A high strength to weight ratio or Relative Performance Index (RPI) indicates a high degree of comfort & performance. Therefore, the minimum RPI shall be no lower than:

<u>Threat Level</u>	<u>Bullet Description</u>	<u>Relative Performance Index</u>
II	9mm 124 gr FMJ	2150

2.2 NIJ-STD-0101.04 Certification:

- 2.2.1 Each vest model must have been separately tested and certified to comply with the requirements of the voluntary National Institute of Justice NIJ-STD-0101.04 "Ballistic Resistance of Police Body Armor" Revision B (May 2003), as providing multiple hit protections from the Threat Level II ballistic threats.

2.3 V-50 Ballistic Limit Testing:

- 2.3.1 Each bidder shall submit certified V50 test reports for the vest being offered.
- 2.3.1.1 The V50 test shall be performed in accordance with MIL-STD-662F using NIJ Standard 0101.04 9mm, 124 grain Full Metal Jacketed Round Nose (FMJ RN). The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) for testing in accordance with NIJ Standard 0101.04.
- 2.3.1.2 The V50 test shall be against clay backing. V50 reports, which represent testing without clay backing, shall be rejected.
- 2.3.1.3 Vendor *shall provide* written certification that all V50 testing is accomplished with clay backing; failure to provide certification shall be cause for rejection. Agency "certifying" testing shall be clearly identified on all documents.

2.4 Quality Control Program and Policy:

2.4.1 Any manufacturer's product offered shall have a comprehensive Quality Control Program, which includes a written Q. C. Policy and minimum quality assurance steps.

2.4.2 The manufacturer of the product offered shall be Quality Certified by an accredited Quality Registrar to the ISO 9001 standard.

2.4.2.1 *Certificate of registration shall accompany this bid.* All documents and data must be made available for inspection upon request.

2.5 Fiber and Fabric Properties:

2.5.1 Each lot's critical fiber properties (denier, # of filaments, fiber type, tenacity, and elongation at break) shall be certified by the fiber manufacturer.

2.5.2 Each lot's critical fabric properties (weave, warp & fill ends/inch, basis weight, thickness, yam and fabric tensile properties, 9mm and .357 Mag. V-50 ballistic limits) shall be certified by the fabric manufacturer.

2.6 Manufacturer Property Checks:

2.6.1 The vest manufacturer shall also re-check critical fabric properties (fiber and fabric property certifications, weave type, warp and fill ends/inch, basis weight, and 9mm and .357 Mag. penetration resistance) of each shipment received prior to its use in the manufacture of ballistic vests.

2.7 Product Consistency:

2.7.1 The manufacturer shall warrant that all shipments of each certified model will be identical in design and construction to that which was originally certified and offered as a response to this solicitation.

2.7.2 The manufacturer and NIJ shall have retained samples from the original certification for verification and/or inspection.

2.7.3 NO SUBSTITUTIONS will be allowed without the prior written approval of the Maricopa County Sheriff's Office.

2.7.4 The manufacturer must warrant that the NIJ certified model will continue to perform at its established V-50 Ballistic Limit levels, as demonstrated by independent laboratory tests, within a normal variation of +/-6%, throughout the five year service life of the vest.

2.7.5 **ALL VESTS SHALL BE SERIALIZED**, 100% inspected, and traceable.

2.7.6 All procedures and quality data shall be available for inspection upon request.

2.7.7 The manufacturer shall allow unannounced plant and data inspections if the Agency wishes to conduct them, at any time during or after the production of the vests.

2.8 General Design Requirements:

2.8.1 The vest shall provide maximum practical protective coverage for male and female officers for everyday wear. However, it must not bind or constrict user mobility or wearability.

2.8.2 The vest shall be concealable under a uniform shirt.

2.9 General User Coverage:

2.9.1 The vest shall provide full wrap, but not overlap protection of the torso.

2.9.1.1 Full wrap **coverage** is defined as a vest with "full wrap" side panels that "butt fit" at the sides, with no more than a 1" gap **between the front and back ballistic panels. Individual wearers may opt for an "overlap" fit where the front panel would overlap the back panel.** Suitable relief of 1/2" - 1"-~~1 1/4"~~~~must~~**shall** be allowed between the bottom of the vest and the gun belt while ~~seated~~ **standing**, so that no binding occurs when the officer is sitting in a patrol vehicle. Ample relief must be provided in the armpit region **to allow unrestricted movement of the arms.** A 2-3" scoop must be cut into the neck region that prevents the armor from showing when worn under a shirt with an open collar.

2.10 Ballistic Material:

2.10.1 The ballistic materials used to manufacture these vests **shall not** contain ZYLON®, or any fabric manufactured using, or incorporating ZYLON®, in any way.

2.10.2 Any bid for a ballistic panel containing ZYLON® will be disqualified.

2.11 Ballistic Panels:

2.11.1 The ballistic panel shall be soft, flexible and readily conformable to the body.

2.11.2 The ballistic panel shall be stitched together in such a way that it remains extremely flexible. To prevent unnecessary stiffness, no quilt, diamond, or box stitching will be accepted.

2.12 Ballistic Panel Covers:

2.12.1 Each ballistic panel shall be permanently covered with a moisture-vapor breathable, waterproof material. Said cover must also prevent body oils, fuels, cosmetics, insect repellents and food substances from contaminating the ballistic panel and/or compromising the water-proof properties of the cover.

2.13 Ballistic Vest Carrier:

2.13.1 Each vest shall be supplied with two (2) six (6) point adjustable carriers.

2.13.2 Carriers will be either Tan or White, with the option provided for each vest wearer to obtain carriers in the color(s) of their choosing.

2.13.3 The vest carrier shall include a pocket over the center of the chest to secure an additional armor plate at a minimum size of 5"x 8".

2.14 Armor Plate (required):

2.14.1 Product offered shall be ***inclusive of armor plates*** that offer increased ballistic protection to vital areas. Armor plates shall be of a size and dimension to fit into the armor plate pocket on the vest carrier (minimum size of 5" x 8").

2.15 Labels:

2.15.1 Each ballistic panel shall have a label that contains the manufacturer's name, threat level, size, model, lot and serial numbers, date of manufacture, strike face (this side away from body), care instructions, certification of compliance, and required warnings on vest limitations.

2.15.2 Each ballistic vest shall contain a concealed label to enable future tracing of the panel by model, serial, and lot number, and date of manufacture.

2.16 Custom Fit:

2.16.1 Each vest shall be custom fit and made to measurements.

2.16.2 Factory-trained personnel shall perform all measurements.

2.16.2.1 Measurements shall be made at a time and location at the discretion of Maricopa County. The vendor may be required to come on county property to take measurements as well as allowing for county employees to go to the vendors local (Phoenix Metropolitan area) location. Typically, vests are ordered while deputy cadets are in the academy. The vendor will need to go to the academy, measure the entire class and order their vests to ensure all deputies are issued a vest. When our current vests expire, the vendor will be required to fit and order several hundred vests in a short period of time. The vendor will be required to go to each district during shift changes to measure and order the vests for the deputies so that replacement vests can be ordered prior to expiration.

2.17 Warranty:

2.17.1 Assuming normal use and lack of abuse, field ballistic performance to specified threat level must be warranted for no less than **FIVE YEARS FROM DATE OF ORIGINAL PURCHASE.**

2.17.2 Outer carriers shall be guaranteed against defects in workmanship for **TWELVE MONTHS FROM DATE OF PURCHASE.**

2.17.3 Initial fit of custom-measured vests shall be guaranteed to fit satisfactorily on delivery.

2.17.4 Bidder and/or manufacturer shall agree to provide alterations or replacement free, until the wearer is satisfied.

2.18 Proof of Stability:

2.18.1 Bidders shall have an established store with regular business hours within the Phoenix metropolitan area. This is a mandatory requirement.

2.18.2 Only manufacturers that have been in business at least three years providing this category of equipment will be considered for award.

2.19 TAX:

NO TAX SHALL BE LEVIED AGAINST LABOR. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.20 DELIVERY:

Delivery is required F.O.B. DESTINATION, freight pre-paid within forty five (45) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.21 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.22 INVOICING REQUIREMENTS:

A proper invoice billed to the appropriate County agency per the purchase order instructions, whether picked up or delivered, shall accompany all item(s) purchased by the County.

All invoices shall indicate the following:

- (1) Contract number;
- (2) County purchase order number;
- (3) Quantity;
- (4) Description of material, including item number, and any backorders;
- (5) Pricing per unit.

2.23 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

2.24 TESTING:

Unless otherwise specified, materials purchased shall be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.25 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within ten (10) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids. Upon completion of the evaluation, respondents will be notified that the samples are available for their disposition.

2.26 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.26.1 Documentation from the manufacturer that the product of model has been discontinued.
- 2.26.2 Documentation that names the replacement product or model.
- 2.26.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.26.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.26.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.27 ADDITIONAL PRICING:

CONTRACTORS ARE STRONGLY ENCOURAGED TO OFFER ADDITIONAL PRICING FOR RELATED ITEMS/PRODUCTS/COMPONENTS, WHICH ARE NOT SPECIFICALLY ADDRESSED AS LINE ITEMS IN THE INVITATION FOR BIDS. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested.

2.28 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.28.1 One (1) original and one (1) electronic copy of pricing on a labeled 3.5" diskette or CD is MANDATORY
- 2.28.2 Pricing pages, MANDATORY (Attachment A)
- 2.28.3 Vendor Information, MANDATORY (Attachment D)
- 2.28.4 Agreement page, MANDATORY (Attachment B)
- 2.28.5 References (Attachment C)
- 2.28.6 NIJ-STD-0101.04 Certification, MANDATORY
- 2.28.7 V50 test reports for vest, MANDATORY
- 2.28.8 Quality Certification by an accredited Quality Registrar to the ISO 9001 standard, MANDATORY

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

ANY REQUEST FOR REASONABLE PRICE ADJUSTMENTS **MUST** BE SUBMITTED THIRTY (30) DAYS PRIOR to the Contract expiration date. *Justification* for the requested adjustment in cost of labor and/or materials **must** be supported by appropriate documentation and **must** be within the Producer Price Index for the commodity. Increases are subject to *approval in writing* by the Materials Management Department *prior* to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.6 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.7 INDEMNIFICATION AND INSURANCE:

3.7.1 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.7.2 Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, COUNTY, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including COUNTY.

The scope of this indemnification does not extend to the sole negligence of COUNTY.

3.7.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of COUNTY. The form of any insurance policies and forms must be acceptable to COUNTY.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.7.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.7.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.7.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.7.4 Certificates of Insurance.

3.7.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.7.4.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.7.4.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.8 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:
ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504
(astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:
Stephen Krausnick, Sheriff's Procurement, 602-876-3409

Inquiries may be submitted by telephone but must be followed up in writing. **NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.**

3.11 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) *shall be priced* in the same unit (size, volume, quantity, weight, etc.) *as the bid specifications request*. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled) and one (1) electronic copy of pricing on a labeled 3.5" diskette or CD. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

DIAMONDBACK POLICE SUPPLY CO., 170 S KOLB ROAD, TUCSON, AZ 85710

C642013/B0604667/NIGP 68008

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? YES

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES

INTERNET ORDERING CAPABILITY: NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<u>ITEM DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>UNIT PRICE</u>	<u>EXT. PRICE</u>
Male vests with two (2) carriers	TACA RTGS2CNC	\$424.95	\$424.95
Female vests with two (2) carriers	TACA RTGS2TF	\$424.95	\$424.95
Additional carriers	TACA RTGS2G	\$49.95	\$49.95
Define Relative Performance Index (RPI) of product bid/offered stated in 2.1.1	<u>2295</u>		

ADDITIONAL PRICING:

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>
SVS Garment: Self Ventilating System concealable garment features Advance Micro Fiber outershell with breathable Akwadyne inner lining. Colors: Black, Navy, White, Gray, Tan	\$57.95
MAC 03: Multi-Assignment Carrier, external garment that accommodates PACA concealable ballistic panels. Supplied with front and rear I.D. patches, 6" x 6" Utility Pouch, Universal radio pouch, flashlight pouch, and internal cummerbund. Colors: Black, Navy, O.D. Green, Tan	\$119.50
MAC TA: Multi-Assignment Carrier, same as above but with modular pouches that are affixed to the vest with either snap/Velcro attachments or Gridlock webbing. Will accommodate a Level III or IV hard armor plate in front or back.	\$199.50
Quilted Outershell: External cold weather outer shell that accommodates PACA concealable ballistic panels. Colors: Black, Navy, Gray, Brown.	\$83.75

DIAMONDBACK POLICE SUPPLY CO., 170 S KOLB ROAD, TUCSON, AZ 85710

ITEM DESCRIPTION

UNIT PRICE

Armor Ice Inserts (front & back):

\$69.95

Thermal Management Technology that is laboratory tested and field proven to keep the wearer 4 to 7 degrees cooler for extended periods of time. Armor Ice inserts slip between the wearers body and the ballistic panel.

Steel Blunt Trauma Inserts (5" x 8"):

\$21.95

Blade Plate Inserts (5" x 8"):

\$43.25

Constructed of high quality cobalt alloy these inserts help defeat edged weapons attacks.

Any Maricopa County employee whose job requires them to wear body armor may purchase the contract ballistic vest and/or accessories at the contract price on an individual basis directly from the contractor. This personal purchase would be directly between the authorized Maricopa Co. employee and the contractor, Diamondback Police Supply Co., Inc. A letter from a supervisor on county letterhead stationary verifying the persons employment with the county and his/her suitability to acquire body armor in his/her capacity as a county employee along with a County picture ID is required with each order. The authorized County employee is personally responsible for all costs related to this transaction. For further details on ordering and "custom fitting" contact Doug MacKinlay with Diamondback Police Supply at 800-789-2313.

Terms:

Net 30

Vendor Number:

W000001752 X

Telephone Number:

800-789-2717

Fax Number:

520-886-8314

E-Mail Address:

dbackpolice@aol.com

Contact Person:

Douglas Mackinlay

Contract Period:

To cover the period ending **APRIL 30, 2008.**